

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM757231

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEAR CLEO LLC		09/12/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JOHNSON BANK		
<b>Street Address:</b>	555 East Wells Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	National Banking Association: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88747122	DEAR CLEO	
<b>Serial Number:</b>	90186591	DEAR CLEO, LOVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(414) 277-5231		
<b>Email:</b>	katrina.balasko@quarles.com, Andrew.Dupree@quarles.com		
<b>Correspondent Name:</b>	Katrina Balasko at Quarles & Brady LLP		
<b>Address Line 1:</b>	411 East Wisconsin Avenue, Suite 2400		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-4428		
<b>ATTORNEY DOCKET NUMBER:</b>	160906.00093		
<b>NAME OF SUBMITTER:</b>	Katrina Balasko		
<b>SIGNATURE:</b>	/Katrina Balasko/		
<b>DATE SIGNED:</b>	09/23/2022		
<b>Total Attachments: 4</b>			
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source=Mori Lee 22 - Confirmatory Security Agreement IP (Dear Cleo)#page3.tif			

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This Confirmatory Grant of Security Interest in United States Trademarks (the "Confirmatory Grant"), is made as of September 12, 2022, by and between DEAR CLEO LLC, a Delaware limited liability company (the "Company"), whose principal address is 333 West 39th Street, New York, NY 10018 and JOHNSON BANK, whose principal address is 555 East Wells Street, Milwaukee, Wisconsin 53202, as administrative agent (the "Secured Party") for the benefit of the lenders (the "Lenders") from time to time party to that certain Credit Agreement of even date herewith (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the MORI LEE LLC a Delaware limited liability company ("Mori Lee"), MORI LEE GROUP LLC, a Delaware limited liability company ("Parent" together with Mori Lee, the "Borrowers"), the Secured Party and the Lenders.

WHEREAS, the Borrowers, the Company and the other Subsidiary Guarantors (as defined in the Credit Agreement) (collectively, the "Debtors") and the Secured Party have entered into a Security Agreement of even date herewith (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtors have granted to the Secured Party, for the benefit of the Lenders and the other Benefited Parties (as defined therein), a security interest in substantially all of the Debtors' personal property and assets;

WHEREAS, the Company is the owner of the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are issued or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, pursuant to the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement in accordance with Section 17 thereof. Upon

such termination, the Secured Party shall promptly, at the expense of the Company, execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Confirmatory Grant.

(b) The Company hereby grants to the Secured Party, for the benefit of the Benefited Parties, a security interest in all of the right, title and interest of the Company in and to the Trademarks (other than Excluded Property) set forth in Exhibit A now owned or hereafter acquired by the Company, together with (1) all proceeds and products of the Trademarks, (2) the goodwill associated with the Trademarks and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Company has executed this Confirmatory Grant effective as of the above-indicated date.

**DEAR CLEO LLC**, a Delaware limited liability company

By:  \_\_\_\_\_

Name: Terri Eagle

Title: President

**EXHIBIT A  
TRADEMARKS**

MARK	COUNTRY	APP. NO./DATE	REGISTRATION NO./DATE	GOODS/ SERVICES	INT'L CLASS	STATUS
DEAR CLEO	USA	88747122 04-JAN-2020	6106828 21-JUL-2020	BRIDESMAIDS' DRESSES, BRIDESMAIDS' GOWNS, FORMAL WEAR FOR WOMEN, NAMELY, BRIDESMAIDS' DRESSES, BRIDESMAIDS' GOWNS AND DRESSES	25	Registered
DEAR CLEO, LOVE	USA	90186591 16-SEP-2020	6362305 25-MAY-2021	BRIDESMAIDS' DRESSES, BRIDESMAIDS' GOWNS, FORMAL WEAR FOR WOMEN, NAMELY, BRIDESMAIDS' DRESSES, BRIDESMAIDS' GOWNS AND DRESSES	25	Registered